

# **EXHIBIT “A”**

ES FREIGHT LINES, INC.,	:	SUPERIOR COURT OF NEW JERSEY
Plaintiff	:	LAW DIVISION – MIDDLESEX
	:	COUNTY
v.	:	
	:	DOCKET NO.: MID-L-_____
AERO FREIGHT, INC., SANDEEP	:	
SINGH,	:	CIVIL ACTION
Defendants	:	

### **COMPLAINT**

Plaintiff, ES Freight Lines, Inc., being a Pennsylvania corporation with a principal place of business located at 164 Eden Road, Quarryville, Pennsylvania 17566, by and through their undersigned counsel, Saxon & Stump, LLC, files the following Complaint in Civil Action, and in support thereof of avers as follows:

### **THE PARTIES**

1. Plaintiff, ES Freight Lines, Inc., is a corporation with a principal place of business located at 164 Eden Road, Quarryville, Pennsylvania 17566.
2. Upon information and belief, Defendant, Aero Freight, Inc. (“Defendant Aero”), is a corporation with a principal place of business located at 49 Carteret Avenue, Unit B, Carteret, Middlesex County, New Jersey 07008-1357.
3. Upon information and belief, Defendant, Sandeep Singh (“Defendant Singh”), is an individual residing at 12406 Sutter Avenue, 1<sup>st</sup> Floor, South Ozone Park, New York 11420.

### **THE FACTS**

4. On or about March 16, 2022, Plaintiff was the owner of a 2020 Volvo truck tractor with VIN No. 4V4NC9EH9LN223987 and a refrigerated 2012 Utility trailer with VIN No. DU533932 (“ES Trailer” or “ES Unit”).

5. The events that give rise to the allegations complained of in this Complaint occurred on March 16, 2022, at the Ernie Pyle Travel Plaza, 7065 N 475 E, Howe, Indiana 46746 (“Travel Plaza”).

6. At all material times, Defendant Aero was the owner of and in exclusive possession and control of a tractor-trailer combination (“Aero Unit”).

7. At all material times, Defendant Aero held title to and owned the Aero Unit.

8. Upon information and belief, at all material times, Defendant Aero allowed its employee, workman, agent and/or servant, Defendant Singh, to operate the Aero Unit.

9. At all material times, Defendant Singh was an employee, workman, agent and/or servant who was operating the Aero Unit in the course and scope of his employment and/or agency with Defendant Aero.

10. At all material times, Defendant Aero permitted Defendant Singh to possess, drive and use the Aero Unit.

11. At all material times, Defendant Aero had actual or constructive knowledge that Defendant Singh was possessing, driving and using the Aero Unit in furtherance of Defendant Aero’s business interests.

12. At all material times, Defendant Singh was operating the Aero Unit in the Travel Plaza parking lot, when he failed to observe Plaintiff’s tractor-trailer which was legally parked at the fuel island directly in front of him.

13. As a result of Defendant Singh’s failure to observe Plaintiff’s tractor-trailer which was legally parked at the fuel island directly in front of him, Defendant Singh negligently and carelessly operated the Aero Unit in such a manner which caused him to strike the ES Unit.

14. Solely as a result of Defendant Singh's negligent and careless actions as set forth above, a collision occurred.

15. The collision caused by Defendant Singh resulted in property damage to the ES Unit totaling \$11,617.37 in damages.

16. In addition, as a result of the collision, and consequential damage to the ES unit, Plaintiff was without the services of its trailer from March 16, 2022 until July 6, 2022, resulting in a downtime claim of \$160,040.

17. Damages in the amounts of \$160,040 in lost revenue plus \$11,617.37 in property damages have been incurred by Plaintiff.

18. On April 22, 2022; June 1, 2022; July 6, 2022; July 18, 2022; and July 22, 2022, Plaintiff's counsel corresponded with the Defendants' representatives/counsel requesting payment as a result of the damages sustained by Plaintiff due to the Defendants' negligent actions as set forth more fully herein.

19. To date, Defendants have not submitted any payments or provided any responses to the Plaintiff.

#### **COUNT I – NEGLIGENCE**

##### **ES Freight Lines, Inc. v. Sandeep Singh**

20. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 19 of the Complaint as though set forth fully herein.

21. At all relevant times, Defendant Singh owed a duty of care to Plaintiff and Plaintiff's driver to use due care and caution in the operation and control of the vehicle Defendant Singh was operating.

22. Contrary to the duties of Plaintiff and Plaintiff's driver, Plaintiff Singh was negligent and careless in the operation of the vehicle Defendant Singh was driving.

23. The damages set forth herein were caused by, and were the direct and proximate result of negligence and carelessness of Defendant Singh in the following particulars:

(a) Failed to have the vehicle he was operating under proper and adequate control;

(b) Operated the Aero Unit at a dangerous and excessive rate of speed under the circumstances then and there existing;

(c) Failed to keep a proper lookout for vehicles, including Plaintiff's tractor-trailer, that were legally parked at the fuel island directly in front of him;

(d) Failed to exercise reasonable care in the operation of the Aero Unit under the circumstances then and there existing;

(e) Failed to pay sufficient attention to the roadway, vehicles ahead of him and his surroundings which resulted in him not being able to stop or slow his vehicle without striking a legally parked vehicle;

(f) Was inattentive to the traffic conditions ahead of him and those generally present at the Travel Plaza;

(g) Failed to perceive the highly apparent danger to others which the actions and/or inactions posed;

(h) Failed to exercise ordinary care to avoid an accident which resulted in damage to Plaintiff's property and other consequential damages;

(i) Failed to be highly vigilant and maintain sufficient control of said vehicle;

(j) Drove in a careless manner;

(k) Failed to execute his turn wide enough to clear Plaintiff's trailer; and

(l) Being an inattentive driver; and

(m) Traveled at a dangerous rate of speed in the Travel Plaza under the circumstances then and there existing.

24. As a direct and proximate result of Defendant Singh's negligence and carelessness, Plaintiff sustained property damage and incurred other consequential damages and expenses associated with the collision caused by Defendant Singh.

WHEREFORE, Plaintiff, ES Freight Lines, Inc., demands judgment against Defendants, Sandeep Singh and Aero Freight, Inc. in the amount of \$172,021.37, plus interest, costs and such other relief as this Court deems just and proper.

**COUNT II – VICARIOUS LIABILITY**

**ES Freight Lines, Inc. v. Aero Freight, Inc.**

25. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 24 of the Complaint as though set forth fully herein.

26. At all material times, Defendant Singh was the employee, workman, agent and/or servant of Defendant Aero Freight, Inc.

27. The aforementioned motor vehicle collision and all of the resultant property damage and related expenses sustained and incurred by Plaintiff are the direct and proximate result of the negligence and carelessness of Defendant Singh.

28. The aforementioned negligence and carelessness of Defendant Singh occurred while acting in the course scope of his employment with Defendant Aero.

29. Defendant Aero is vicariously liable to the Plaintiff for Plaintiff's property damage and other related damages/costs.

30. As a direct and proximate result of the negligence and carelessness of Defendant Singh, Plaintiff sustained property damage to its trailer, along with the other related costs and expenses as more fully set forth herein.

WHEREFORE, Plaintiff, ES Freight Lines, Inc., demands judgment against Defendants, Sandeep Singh and Aero Freight, Inc. in the amount of \$172,021.37, plus interest, costs and such other relief as this Court deems just and proper.

**COUNT III – NEGLIGENT ENTRUSTMENT**

**ES Freight Lines, Inc. v. Aero Freight, Inc.**

31. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 30 of the Complaint as though set forth fully herein.

32. At all material times, Defendant Aero owned the Aero unit which was being operated by Defendant Singh.

33. At all material times, Defendant Singh was operating the Aero Unit with the express or implied permission of Defendant Aero.

34. At all material times, Defendant Aero had actual or constructive knowledge that Defendant Singh was possessing, operating and using the Aero Unit.

35. On March 16, 2022, Defendant Aero maintained control over the Aero Unit and had the authority to prevent Defendant Singh from driving said vehicle.

36. Instead, on March 16, 2022, Aero negligently and carelessly entrusted Defendant Singh with their tractor-trailer when they knew or should have known that Defendant Singh was likely to use the tractor-trailer in a manner involving unreasonable risk of harm to others and their property.

37. Defendant Aero negligently and carelessly entrusted Defendant Singh with their tractor-trailer when they knew or should have known the Defendant Singh was incompetent to operate the tractor-trailer.

38. As set forth in detail above, Defendant Singh did drive the tractor-trailer in a negligent and careless manner, and caused damages to Plaintiff's trailer, along with other damages set forth more fully herein.

39. The aforesaid collision and damages to Plaintiff's trailer occurred as a direct and proximate result of negligence, carelessness and negligence entrustment of the Aero Unit on the part of Defendant Aero, as aforesaid and in the following particulars:

(a) In negligently entrusting the aforementioned Aero Unit to Defendant Singh on or about March 16, 2022, when they knew, or should have known, that Defendant Singh was likely to operate the tractor-trailer in such a manner as to create an unreasonable risk of harm to others;

(b) In negligently entrusting the aforementioned Aero Unit to Defendant Singh on or about March 16, 2022, when Defendant Aero knew or should have known that Defendant Singh would operate the tractor-trailer in a negligent and careless manner; and

(c) In allowing Defendant Singh to drive the Aero Unit even though Defendant Aero knew or should have known that Defendant Singh was incompetent to drive the tractor-trailer on March 16, 2022.

40. The aforesaid collision and all of the resultant property damage, and related expenses incurred by the Plaintiff are the direct and proximate result of Defendant Aero Freight, Inc.'s negligent entrustment of the Aero Unit to Defendant Singh.

WHEREFORE, Plaintiff, ES Freight Lines, Inc., demands judgment against Defendants, Sandeep Singh and Aero Freight, Inc. in the amount of \$172,021.37, plus interest, costs and such other relief as this Court deems just and proper.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Lane E. Brody, Esq., is hereby designated trial counsel for the Plaintiff.

**CERTIFICATION OF COUNSEL**

Pursuant to R. 4:5-1, the undersigned hereby certifies that at the time of filing this Complaint, the matter in controversy is not the subject of any other action pending in any Court and/or arbitration proceeding. I further certify that I am unaware of any other party who should be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 28, 2022

Respectfully submitted,

SAXTON & STUMP



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Lane E. Brody, Esquire  
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Harrisburg, PA 17112  
Telephone: 717.941.1215  
Email: lb@saxtonstump.com

Attorneys for Plaintiff, ES Freight Lines, Inc.

# **EXHIBIT “B”**

904002314

## Indiana Officer's Standard Crash Report

Hit and Run ☐Local Id  
202200122346

Vehicles	Commercial	Injures	Fatalities
2	2	0	0

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ISP TOLL ROAD 21, ORI ISP2100

Drivers	1. SINGH, SANDEEP; 2. SINGH, KULWINDER				
Crash Details	Location <b>I-80 125 RAMP D</b>		County <b>LAGRANGE</b>	Township <b>LIMA</b>	City <b>HOWE</b>
	Crash Date <b>03/16/2022</b>	Day of Week <b>Wednesday</b>	Crash Time <b>09:43</b>	Date of Report <b>03/16/2022</b>	Latitude <b>41.74712490</b>
	Weather Condition <b>CLEAR</b>	Light Condition <b>DAYLIGHT</b>		Locality <b>RURAL</b>	Longitude <b>-85.32937939</b>
	Roadway Surface <b>ASPHALT</b>	Surface Condition <b>DRY</b>	Roadway Classification <b>INTERSTATE</b>	Inside Corporate Limits? <b>NO</b>	<input type="checkbox"/> School Zone
	<input type="checkbox"/> Construction Zone	Construction Type	Roadway Junction <b>NO JUNCTION INVOLVED</b>	Railroad Crossing #	<input type="checkbox"/> Train or Rail Equipment <input type="checkbox"/> Rumble Strips <input type="checkbox"/> Deer
Investigative Information	Time Notified <b>0945</b>	Time Arrived <b>1013</b>	Primary Factor <b>IMPROPER TURNING (Unit 1)</b>		Did this crash happen as a result of another incident? <b>NO</b>
	Type of Crash <b>SAME DIRECTION SIDESWIPE</b>	Other Location of Investigation <b>AT SCENE ONLY</b>	<input checked="" type="checkbox"/> Investigation Complete	<input checked="" type="checkbox"/> Photos taken	Total Estimate of all damage in Crash: <b>\$10001 TO \$25000</b>
	Investigative Officer <b>SHARP, SAMUEL</b>	Agency <b>ISP TOLL ROAD 21</b>	ID Number <b>9753</b>		
	Reviewing Officer <b>KAIZER, BRAD</b>	<b>ISP TOLL ROAD 21</b>	<b>5032</b>		
	Assisting Officer				
	Assisting Officer				
Narrative	<p>The following was written by SHARP, SAMUEL</p> <p>On Wednesday, March 16, 2022 at 09:43, vehicle 1 and trailer 1A ( blue, 2022, Kenworth and white, 2017 ,Utility) sideswiped Vehicle 2 trailer 2 (white , 2020, Volvo and white, 2012 Utility) at the 125.8 mile marker ramp D at 7 north travel plaza.</p> <p>Driver 1 ( Sandeep Singh) stated that he was circling the west end of 7 north travel plaza to find an open gas pump. As he was turning the corner of the north most gas pump he noticed V2/T2 was parked and but collided with V2/T2. He then stated after the collision he made contact with the other driver and waited for a report.</p> <p>Driver 2 ( Kulwinder Singh) stated that he was parked at the north most gas pump on the west side of 7 north travel plaza. He began to pump gas for V2 and stepped back into his cab to wait until his tank was full. While he was in his cab he stated he felt a collison, made contact with the other driver and waited for a report.</p> <p>Based upon my investigation it was determined that driver 1 miscalculated the the length of his trailer while attempting to maneuver around V2. The trailer of V1 then struck the rear of trailer 2 resulting in damage. D1 is at fault for the crash. Due to T1A damge, it remained on scene and D1 made own arrangements for removal.</p>				

904002314

Local Id

202200122346

## Indiana Officer's Standard Crash Report

Hit and Run ☐

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Vehicles

2

Commercial

2

Injuries

0

Fatalities

0

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ISP TOLL ROAD 21, ORI ISP2100

Unit 1 Driver		<input type="checkbox"/> Hit & Run	<input type="checkbox"/> Aggressive Driving	<input type="checkbox"/> Immediate Medical Attention
Last Name	First	Middle		
SINGH	SANDEEP			
Address	DOB	Age	Gender	
12406 SUTTER AVE OZONE PARK, NY 11420	[REDACTED]	22	M	
Driver's License Number	Lic Type	Lic State	CDL Class	
196-7000-122	CD	NY	A	
Apparent Physical Status	Restrictions			
NORMAL	NONE			
Test Given	Type Given			
NONE				
Driver Injury Status	EMS Number			
Nature of Most Severe Injury	Location of Most Severe Injury			
Safety Equipment Used	Safety Equipment Effective	Ejection/Trapped		
LAP BELT, SHOULDER BELT	YES	NOT EJECTED OR TRAPPED		
If Cited	IC Codes			
<b>Vehicle Information</b>				
Veh #	Color	Veh Year	Occupants	Initial Impact Area
1	BLUE	2022	2	
Make	Model			
KENWORTH	T680			
Style				
CONVENTIONAL CAB				
Insured By				
PRIME PROPERTY INS CO				
Policy #	Ins Phone #			
PC21121527	248-621-9233			
VIN				
1XKYD49X5NJ482551				
Plate Number	Plate Exp Year	Plate State		
AX153F	2022	NJ		
Towed?	Towed Due to Disabling Damage?			
NO				
Company Towed By	City Towed To	Fire?		
		NO		
Vehicle Use	Event Collision With			
COMMERCIAL(TAXIS,COMMON,CONTRACT)	ANOTHER MOTOR VEHICLE			
Emergency Run?	Type of Roadway	Roadway Character		
	RAMP	STRAIGHT/LEVEL		
Direction of Travel	Pre-Crash Vehicle Action	# of Axles		
WEST	TURNING LEFT	3	<input type="checkbox"/> Oversized	
Speed Limit	Traffic Control Devices	Devices Operational?		
20	LANE CONTROL			
<b>Owner Information</b>				
Vehicle Owner's Name	Address (Street/City, State Zip)			
AERO FREIGHT INC	66 HERMMAN ST CARTERET, NJ 07008			
<b>Commercial Vehicle Information</b>				
Carrier's Name	Address (Street, City, State, Zip)			
AERO FREIGHT	66 HERMANN ST CARTERET, NJ 07008			
US DOT Number	CMV Inspection			
3507845	NO			
HAZMAT Placard	HAZMAT Proper Shipping Name	HAZMAT Release of Cargo		
NO				
Gross Vehicle Weight Rating	Hazmat 4-digit ID	Hazmat Class #	Cargo Body Type	
26,001# OR MORE			VAN/ENCLOSED BOX	

Unit 2 Driver		<input type="checkbox"/> Hit & Run	<input type="checkbox"/> Aggressive Driving	<input type="checkbox"/> Immediate Medical Attention
Last Name	First	Middle		
SINGH	KULWINDER			
Address	DOB	Age	Gender	
570 W DEKALB PIKE APT 311 KING OF PRUSSA, PA 19406	[REDACTED]	43	M	
Driver's License Number	Lic Type	Lic State	CDL Class	
32-455-580	CD	PA	A	
Apparent Physical Status	Restrictions			
NORMAL	NONE			
Test Given	Type Given			
NONE				
Driver Injury Status	EMS Number			
Nature of Most Severe Injury	Location of Most Severe Injury			
Safety Equipment Used	Safety Equipment Effective	Ejection/Trapped		
NONE	N/A	NOT EJECTED OR TRAPPED		
If Cited	IC Codes			
<b>Vehicle Information</b>				
Veh #	Color	Veh Year	Occupants	Initial Impact Area
2	WHITE	2020	1	
Make	Model			
VOLVO TRUCK	VNL			
Style				
CONVENTIONAL CAB				
Insured By				
UNITED FINANCIAL CASUALTY				
Policy #	Ins Phone #			
07916078-2	800-444-4487			
VIN				
4V4NC9EH9LN223987				
Plate Number	Plate Exp Year	Plate State		
AH09068	2022	PA		
Towed?	Towed Due to Disabling Damage?			
NO				
Company Towed By	City Towed To	Fire?		
		NO		
Vehicle Use	Event Collision With			
COMMERCIAL(TAXIS,COMMON,CONTRACT)	ANOTHER MOTOR VEHICLE			
Emergency Run?	Type of Roadway	Roadway Character		
	RAMP	STRAIGHT/LEVEL		
Direction of Travel	Pre-Crash Vehicle Action	# of Axles		
WEST	PARKED	3	<input type="checkbox"/> Oversized	
Speed Limit	Traffic Control Devices	Devices Operational?		
20	LANE CONTROL			
<b>Owner Information</b>				
Vehicle Owner's Name	Address (Street/City, State Zip)			
ES FREIGHT LINES INC	164 EDEN ROAD QUARRYVILLE, PA 17566			
<b>Commercial Vehicle Information</b>				
Carrier's Name	Address (Street, City, State, Zip)			
ES FREIGHT LINES INC	164 EDEN ROAD QUARRYVILLE, PA 17566			
US DOT Number	CMV Inspection			
3162521	NO			
HAZMAT Placard	HAZMAT Proper Shipping Name	HAZMAT Release of Cargo		
NO				
Gross Vehicle Weight Rating	Hazmat 4-digit ID	Hazmat Class #	Cargo Body Type	
26,001# OR MORE			VAN/ENCLOSED BOX	

Case #  
**904002314****Indiana Officer's Standard Crash Report**Hit and Run ☐Local Id  
**202200122346**

Vehicles	Commercial	Injures	Fatalities
<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>

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**ISP TOLL ROAD 21, ORI ISP2100**

<b>Trailers</b>	Vehicle #	Trailer Owner's Name	Address (Street/City, State Zip)	Lic State	Lic Year	License Number	Year	Make
	<b>1</b>	<b>AERO FREIGHT INC</b>	<b>66 HERMMAN ST CARTERET, NJ 07008</b>	<b>TX</b>	<b>2022</b>	<b>214952B</b>	<b>2017</b>	<b>UTILITY</b>
<b>Trailers</b>	Vehicle #	Trailer Owner's Name	Address (Street/City, State Zip)	Lic State	Lic Year	License Number	Year	Make
	<b>2</b>	<b>ES FREIGHT LINES INC</b>	<b>164 EDEN ROAD QUARRYVILLE, PA 17566</b>	<b>PA</b>	<b>2022</b>	<b>PT700G2</b>	<b>2012</b>	<b>UTILITY</b>
<b>Property Damage</b>								
<b>Factors</b>	Unit 1 :							
	NONE (VEHICLE),IMPROPER TURNING,OTHER (DRIVER) - EXPLAIN IN NARRATIVE,NONE (ENVIRONMENTAL)							
<b>Factors</b>	Unit 2 :							
	NONE (VEHICLE),NONE (DRIVER),NONE (ENVIRONMENTAL)							

904002314

**Indiana Officer's Standard Crash Report**Hit and Run ☐

Local Id

Vehicles

Commercial

Injures

Fatalities

202200122346

2

2

0

0

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Printed on 3/23/2022 11:15:08 AM

ISP TOLL ROAD 21, ORI ISP2100

CAD: 202200122346  
 Date/Time: 03-16-2022 / 0943 A.M. EST  
 Location: I-80 Toll Road 125.8 MM WB ( 7 North Rest Area Ramp D)  
 D1: Sandeep Singh  
 V1: Blue, 2022, Kenworth  
 T1A: White, 2017, Utility  
 D2: Kulwinder Singh  
 V2: White, 2020, Volvo  
 T2A: White 2012, Utility  
 Investigator Trp Sharp PE 9753  
 INDIANA STATE POLICE- District 21

N  
 Not To Scale

Crash Diagram

GAS PUMP

V1/T1A  
 STRIKING  
 V2/T2A

V1/T1A

**End of Report**

9. Corporate citizenship is determined by the corporation's state of incorporation and its principal place of business. *See* 28 U.S.C. § 1332(c)(1).

10. <sup>IT is a</sup> Defendant, Aero Freight, Inc. is also a corporation having a principal place of business located in Carteret, New Jersey and is, therefore, a resident and domiciliary of the State of New Jersey. **[See Exhibits "A" and "B."].**

11. Defendant, Singh, resides and is a domiciliary of the State of New York. **[See Exhibits "A" and "B."].**

12. The civil action is between citizens of different states and is a civil action over which the District Courts of the United States have original jurisdiction by virtue of diversity jurisdiction granted pursuant to 28 U.S.C. § 1332.

13. Diversity jurisdiction also requires that the amount in controversy exceed \$75,000.00, ~~and that the action is between citizens of different states.~~ *See* 28 U.S.C. § 1332 (a), (a)(1).

14. Plaintiff seeks damages in excess of \$75,000.00. **[See Exhibit "A."].**

15. This Notice of Removal is timely filed, under 28 U.S.C. § 1446(b) because the Complaint was received by insurance representatives of the Aero Defendants on or about August 3, 2022 and thereafter <sup>by</sup> the undersigned counsel on or about August 23, 2022, and this Notice of Removal is filed within thirty (30) days of receipt of the Complaint and within one year of the commencement of the action.

16. Concurrently with this Notice of Removal, and in accordance with 28 U.S.C, the Aero Defendants will issue written notice to Plaintiff by contemporaneously serving a true and exact copy of this Notice of removal with Exhibits.

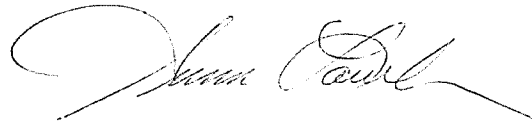
17. By the filing of this Notice of Removal, the Aero Defendants do not waive any defenses, counterclaims and/or cross0claims available to them.

18. The Aero Defendants specifically reserve the right to amend or supplement this Notice of Removal.

WHEREFORE, Defendants, Aero Freight Inc. and Sandeep Singh, respectfully request that this civil action be removed to the United States District Court for the District of New Jersey, that this Court assume jurisdiction of this civil action, and that this Court enter such other and further orders as may be necessary to accomplish the requested removal and to promote the ends of justice.

Respectfully submitted,

**FLORIO PERRUCCI STEINHARDT  
CAPPELLI TIPTON & TAYLOR, LLC**



BY:

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Susan A. Lawless, Esquire  
*Attorney for Defendants, Aero Freight, Inc.  
and Sandeep Singh*

Dated: August 31, 2022